

The Housing Provider's Handbook

A Property Owner's Guide to MDHA's Rental Assistance Programs



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WHAT IS THE HOUSING CHOICE VOUCHER PROGRAM?

The Housing Choice Voucher program is a rental assistance program funded by the U.S. Department of Housing and Urban Development (HUD). The program provides rent subsidies in the form of Housing Choice Vouchers to low income individuals and families to enable them to afford decent, safe, and sanitary housing. HUD allocates these Housing Choice Vouchers to Metropolitan Development and Housing Agency (MDHA).

How is eligibility determined?

Both families and individuals are eligible to receive assistance. The applicant must have an income below either the very low-income limit (50 % of area median) or the extremely low-income limit (30% of area median) to qualify.

In addition, the applicant must not have an outstanding debt to any public housing agency not have been evicted from public housing within the last three years. The applicant must be a citizen or eligible non-citizen.

HOW DOES THE PROGRAM WORK?

An overview

1. Once eligibility has been verified by MDHA, a Housing Choice Voucher is issued to the individual or family at a “briefing”. During the briefing, the rules and regulations of the program are discussed. MDHA also includes as part of this briefing information to assist the applicant in understanding how to approach a landlord regarding leasing, what a landlord may expect in terms of making a maintenance request, acceptable behavior of the tenant’s guests, rental unit “housekeeping” (such as changing furnace filters), and typical landlord rules and regulations.

After the briefing, the family must locate a rental unit on their own and make application directly to the landlord.

Once they find a unit and a landlord willing to rent to them, the family must submit a Request for Tenancy Approval (RTA).

REQUEST FOR TENANCY APPROVAL (RTA)

If the landlord accepts the applicant, both must complete and sign the Request For Tenancy Approval (RTA). The RTA is submitted along with an unsigned copy of the proposed lease to their MDHA advisor. If the unit was built prior to 1978, a Lead Based Paint Disclosure form must also be submitted with the RTA. In order for the RTA to be approved, the family must have properly terminated their lease with their current landlord and be in “good standing” with MDHA. A market analysis is then done to determine if the proposed rent is reasonable. The rent may not exceed rent charged for an unassisted unit of comparable age and condition located in the same general area.

In addition, MDHA may not approve a unit for the program if the gross rent for the unit exceeds the applicable Payment Standard **AND** the family’s contribution toward rent and utilities is greater than 40% of their monthly-adjusted income.

Once the MDHA advisor determines the family is eligible to rent the unit and the rent requested by the landlord is reasonable, a request for an inspection is made.

A Housing Quality Standards (HQS) inspector is assigned and will contact the owner directly to schedule a convenient time for an HQS inspection. The inspection is usually scheduled in 7 to 10 days. This inspection is to ensure the rental unit meets certain quality standards as defined by HUD.

(See HQS Summary)

The property owner is advised by the inspector in writing of any items in non-compliance. These items must be corrected before the proposed lease can be approved by MDHA and signed by the tenant.

WHAT NOW?...

After the unit has passed the HQS inspection, a lease must be executed between the tenant and the owner. The execution of the lease needs to be coordinated with the Section 8 advisor to make sure the start and ending dates of the lease coincide with the Housing Assistance Payments (HAP) Contract. **MDHA cannot issue subsidy payments until all parties sign the lease and Housing HAP Contract.**

HUD requires the lease contain the following information:

- Name of owner and tenant;
- Address of the unit leased;

- Contract rent of the unit;
- Term of the lease – initial term and renewal terms;
- Notice required to terminate lease after initial term;
- Specifications of which utilities and appliances are supplied by the owner and which by the tenant.

How long is the Family Eligible for Assistance?

A family's eligibility is re-determined at least every 12 months. They may receive a rent adjustment if their income changes in between their re-determination date. The family's eligibility will be re-determined and an HQS inspection of the unit conducted 60-90 days in advance of their annual re-determination date. A family continues receiving Housing Choice Voucher assistance as long as they continue to be eligible, the unit where they reside passes HQS and the family does not violate any of their obligations in the program.

If the family vacates a unit without notice, the assistance payment for the unit stops. The owner is entitled to keep the assistance payment **ONLY** for the month in which the family vacated. Any assistance received after the family vacates must be returned to

MDHA. The owner should always notify MDHA when an assisted tenant vacates the unit.

If the family's assistance is terminated because of a violation of their family obligations, the owner is given a 30-day notice that the Housing Assistance Payments Contract is terminated. If the owner agrees, the tenant may remain in the unit and pay all of the rent themselves.

What about Eviction Proceedings?

An owner may evict a Housing Choice Voucher participant under the terms of the lease agreement, but only by a court action. The owner must follow state and local laws regarding evictions, and the owner must give MDHA a written notice of the eviction.

In some circumstances, eviction is grounds for termination of the family's eligibility for the program.



THE ROLE OF MDHA

MDHA's primary areas of responsibility in the administration of the Section 8 program are:

- 1) To determine family eligibility based on HUD requirements and their family composition and total family income;
- 2) To inspect units to ensure compliance with HUD Housing Quality Standards and Section 8 requirements; and
- 3) To execute Housing Assistance Payments Contracts and issue housing assistance payments to property owners and families.

MDHA does not act as the property owner or manager. It is the responsibility of the property owner or their agent to screen and select the tenant and to enforce the terms of the lease.



THE ROLE OF THE PROPERTY OWNER

As a participant in the Section 8 rent subsidy program, the property owner has the following responsibilities:

- 1) To perform routine management functions including: screening and selecting tenants, maintaining the property, collecting rent and handling tenant complaints. ***Participation in the program does not relieve a landlord of any normal duties of ownership. MDHA only pays a portion of the rental payment on behalf of the family.***
- 2) To comply with all requirements of the Housing Assistance Payments Contract.
- 3) To comply with the terms of the lease agreement.
- 4) To maintain the unit at all times in accordance with MDHA's Housing Quality Standards. (See HQS Summary). The owner may require the assisted family to repair or pay for repairs or damages (other than normal wear and tear) caused by the family or guests of the family.

- 5) To collect only the amount of rent from the tenant that is specified in the lease and/or HAP Contract or any interim Notice of Change amendments to the HAP Contract.
- 6) To notify MDHA immediately if the assisted family vacates the unit.
- 7) To notify MDHA immediately if any utility services are disconnected.
- 8) To provide proof of ownership and management agreement, if applicable for the assisted unit.
- 9) To provide a W-9 form for the purpose of 1099 reporting to the IRS and provide a Direct Deposit Authorization form, including verification of their taxpayer identification number and a copy of a check corresponding to the direct deposit account.
- 10) To notify the family and MDHA in writing of a rent increase at least 60-days prior to the effective date of the increase. **Note: *It is the policy of MDHA to only entertain requests for rent increases as of the family's annual re-determination date.***

- 11) To notify the family and MDHA in writing of any offer of a new lease 60 days prior to the effective date of the new lease. ***Again, it is the policy of MDHA to only entertain offers of a new lease as of the annual re-determination date of the family.***

Failure to fulfill these obligations may result in withholding, abatement or termination of all housing assistance payments. Future participation in the Program may also be prohibited.

The key
to playing
the game
well is
under-
standing
the rules!

THE ROLE OF THE FAMILY

In order to participate in the Section 8 program, the family must meet all program obligations as detailed at application and at the briefing when they receive their voucher.

The Family (including each household member) Must:

- 1) Supply any information that MDHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- 2) Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- 3) Supply any information requested by MDHA to verify that the family is living in the unit or information related to family absence from the unit.
- 4) Promptly notify MDHA in writing when the family is away from the unit for an extended period of time in accordance with MDHA policies.
- 5) Allow MDHA to inspect the unit at reasonable times and after reasonable notice.

- 6) Notify MDHA and the owner in writing before moving out of the unit or terminating the lease.
- 7) Use the assisted unit for residence by the family. The unit must be the family's only residence.
- 8) Promptly notify MDHA in writing of the birth, adoption, or court-awarded custody of a child.
- 9) Request MDHA written approval to add any other family member as an occupant of the unit.
- 10) Promptly notify MDHA in writing if any family member no longer lives in the unit.
- 11) Give MDHA a copy of any owner eviction notice.
- 12) Pay utility bills and provide and maintain any appliances the owner is not required to provide under the lease.
- 13) Correct tenant-caused, life-threatening HQS violations within 24 hours.

The family (including all household members) Must Not:

- 1) Violate any family obligations contained herein or shown on the voucher.
- 2) Fail to sign and submit consent forms for obtaining eligibility factor verifications.

- 3) Fail to submit evidence of citizenship or eligible immigration status or in any way fail to comply with non-citizen rule regulations and applicable informal review
- 4) Own or have any interest in the unit (other than a cooperative, or the owner of a manufactured space or a participant in the Homeownership Voucher Program).
- 5) Commit any serious or repeated violation of the lease, including damage beyond normal wear and tear and failure to make timely rental payments.
- 6) Commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
- 7) Include a household member that is subject to a lifetime registration under a State sex offender registration program.
- 8) Include a household member who has EVER been convicted of a drug-related criminal activity involving the manufacture or production of methamphetamine on the premises of federal assisted housing.
- 9) Include any family member who has committed drug-related criminal activity or violent criminal activity.
- 10) Owe rent or other amounts to MDHA or another Housing

Agency in connection with Section 8 or public housing.

- 11) Breach an agreement with MDHA to pay an amount owed to MDHA.
- 12) Sublease or assign the lease or transfer the unit.
- 13) Receive Housing Choice Voucher assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- 14) Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
- 15) Fail to comply with the Family Self Sufficiency Contract of Participation, if enrolled in the FSS program.
- 16) Engage in or threaten abusive behavior towards MDHA personnel.
- 17) Have been evicted from public housing in the past 3 years.

Other Requirements

THE FAMILY:

- 1) **MUST NOT** pay the **OWNER** any additional rent or amounts that are not part of the lease.
- 2) **MUST** connect the utilities that are the Family's responsibility in the head-of-

household's name. Utilities must be connected and smoke detectors must work at all times.

- 3) MUST notify MDHA if an OWNER does not make repairs in a timely manner.
- 4) MUST notify MDHA of any absences from the unit over two weeks.
- 5) MUST reimburse MDHA for any amounts owed to MDHA.

FAIR HOUSING LAWS

The goal of the Fair Housing Laws is to ensure all applicants are treated fairly and equally in their search for housing. MDHA is committed to the Fair Housing Laws and to educating landlords and tenants about their rights and responsibilities covered therein. (See APPENDIX)

INSPECTIONS

Each unit must pass an HQS inspection (see HQS Summary) before the assisted family may move into the unit. If the family currently occupies the unit, it must pass an inspection before housing assistance payments may begin.

The unit must be re-inspected at least every 12 months while the unit remains on the Housing Choice Voucher program. Each family is assigned an annual recertification date that usually corresponds with the initial move-in date to their current unit. The unit is inspected and the family's eligibility is re-determined 60-90 days in advance of the annual recertification date each year.

Preparing for the Inspection (New Unit)

It is preferred the unit be vacant at the time of the initial inspection in order to allow the inspector to see the unit in move-in condition. All utilities must be on (even if the tenant will ultimately be responsible for utility payments) and all common areas and basements must be accessible.

What items are checked?

Each room of the unit is inspected, as are all common areas and basement. Generally, the inspector will assess the condition of the windows, ceilings, walls, floors, and check for any electrical hazard and presence of lead based paint.



What about lead paint?

Lead poisoning can damage a child's nervous system, brain, kidneys, hearing, vision, and even cause death.

Lead dust from moving parts of windows and doors painted with lead-based paint, soil contaminated with lead, and lead-

based paint that is chipping or peeling are all sources for lead poisoning. The lead dust and paint chips get on the children's hands, toys, and pacifiers. When they put these things to their mouths, lead gets into their bodies. If the inspector determines lead-based paint is present, the suspect areas must be treated (see APPENDIX).

Annual Inspections

Each subsidized unit must be inspected annually to ensure the unit is in compliance with HUD and Section 8 Housing Quality Standards. The property owner and the tenant will be notified of the annual inspection date by written notice at least 60 days prior to the anniversary date of the lease agreement. It is the responsibility of the tenant to provide access of the unit to the inspector.

Property owners are encouraged to be present. As with the initial inspection, the inspector will need access to the unit and all common areas and basement.

If the unit does not pass on the first annual inspection, the property owner is given 30 days to bring the unit into compliance. The only exception to this is when there is a serious code violation or if, for example, there is no heat or

hot water. With serious infractions, the owner will be given 24 hours to correct the situation.

A copy of the inspection report with a re-inspection date is mailed to both the property owner and the tenant. If the owner does not complete the repair within the specified time frame, MDHA will abate (stop) the housing assistance payment. **Abated rent cannot be recovered.** It is then the owner's responsibility to contact MDHA for a re-inspection. If the unit continues to be out of compliance, MDHA may take action to terminate the contract.

Common "Fail" items

Typically, most "fail" items cited require minimal time and money to correct. The following are common reasons units fail HQS Inspections.



Chipped or peeling paint;
Poor window condition;
A bedroom is missing a window.
All rooms to be used as a bedroom must have a window. If a window is designed to open, it must open;

Lack of ventilation in the bathroom;
Missing or damaged outlet covers;
Missing discharge line or pop/relief valve on water heater;
Exposed wiring;
Utilities are disconnected;
Missing or unsafe handrails;
Missing or inoperable appliances;
Bug infestation;
Dripping faucets;
Tripping hazard due to damaged flooring;
Missing or non-functioning smoke detectors.



CONTRACT RENTS

In order for MDHA to enter into a contract with a property owner, the rental unit must not only pass the inspection, but the rent must also be acceptable. MDHA has guidelines that are followed in order to approve a requested contract rent.

A rent limit is not applicable to the Housing Choice Voucher program. The owner establishes the contract rent. MDHA may not approve a rent for a unit under the Housing Choice Voucher program,

however, if the contract rent exceeds rents charged for similar, unsubsidized units in the market area (neighborhood or regional area). MDHA conducts ongoing rental surveys to determine rent reasonableness.

In addition, MDHA may not approve a unit for the program if the gross rent exceeds the Payment Standard AND the family's contribution towards rent and utilities is greater than 40% of their monthly adjusted-income.

“Rent Reasonableness”

Requested rents are evaluated on a unit-by-unit basis, taking into consideration current market rents for comparable unassisted units in a given community.

The criteria used for evaluation are items such as:

- 1) Size - number of bedrooms and baths, square footage;
- 2) Condition - age of unit, carpet, vinyl, evidence of on-going maintenance;
- 3) Location - proximity to schools, shopping, etc.;
- 4) Amenities - central heat/air, appliances included such as refrigerator, oven/stove, dishwasher, washer/dryer or

connections, blinds or other window coverings, garage, etc.

Section 8 rents may never exceed rents charged for a comparable unassisted unit in the same building.

Rent Increases

Rent increases are only entertained at the anniversary date of the Housing Assistance Payment (HAP) Contract. The owner must submit a written notice to the tenant, with a copy to MDHA, at least 60 days prior to the anniversary date of the HAP contract. The requested contract rent is then compared to rents being charged for unassisted comparable units. If the requested rent is at or below the comparable rent and the contract unit meets HQS requirements, the requested rent will be approved. If the requested rent is greater than the comparable rent, the new contract rent will be limited to the comparable rent level, even if it results in a reduction in contract rent.

Any requests for rent increases not submitted within the time frame and form as stated above will not be honored until the following anniversary date of the HAP Contract.

LEASE ISSUES

Termination of the Lease Agreement

The procedures for terminating a tenancy before the end of the lease agreement for non-payment of rent or repeated violations of the lease terms are the same for a subsidized tenant as they are for a private market tenant. However, the landlord must keep MDHA informed of all actions being taken to end the tenancy. ***Subsidy payments will continue during the eviction proceedings*** provided the payments have not been suspended for other reasons such as HQS violations or termination of the family from the Section 8 Housing Choice Voucher program.

Termination of Lease Agreement by Mutual Consent

A lease may be terminated without eviction proceedings by the written ***mutual consent*** of both the property owner and tenant any time during the tenancy.

The written agreement to terminate must be submitted to MDHA at least one calendar month in advance of termination. (See APPENDIX)

Termination of Lease By Tenant

The tenant may terminate the lease in accordance with the lease agreement. Any termination notice

must be in writing to the property owner and MDHA at least one month prior to termination.

Notice of Intent By Landlord To Not Renew Lease

If a landlord decides to terminate a lease agreement for lease violations by the tenant or other good cause not related to business or economic reasons, he or she must submit to MDHA and the tenant a written notice of intent to not renew the lease. This notice must be sent at least 30 days before the anniversary date of the lease or at least 30 days before proposed termination date if request is made after anniversary date of lease agreement.

Unpaid Tenant Rent

Please Note!

***** MDHA is not responsible for unpaid rent and damages. Collection of unpaid tenant rent and property damage are the responsibility of the Landlord. *****

DRUG AND VIOLENT CRIMINAL ACTIVITY POLICY

In order to meet its responsibilities to its assisted families, property owners, and neighborhoods, MDHA has adopted a policy on drug related and violent criminal activity.

It is a requirement of Housing Quality Standards for the site and



neighborhood of an assisted unit to be reasonably free from hazards to health, safety, and the general welfare of the occupants. If there is evidence that an assisted tenant has engaged in drug related and/or violent criminal activity, MDHA may terminate the rental assistance.

A police report is ordered by MDHA for each applicant at their initial certification and each annual re-certification thereafter. An applicant may be denied admission into the program or may be refused an annual renewal for violation of the drug/ violent activity policy by the applicant or any member of the assisted family.

PROGRAM INTEGRITY

MDHA is committed to maintaining the integrity of the rental assistance subsidy program. Because the federal government funds the program, any intentional misrepresentation of facts or fraudulent activity by a participating landlord or family is a federal crime.

Fraud committed by a Landlord

Examples of program abuse by a participating property owner include receiving payment in excess of the rent stated in the lease and HAP contract, or

receiving payment for a unit that has been vacated.

Actions taken by MDHA against a landlord found to have committed fraud include deducting the amount of any overpayment from amounts due on the subject property or any other housing assistance payment contract, termination of the current payment contract, and/or civil and criminal prosecution.

Fraud committed by a Tenant

Failure to report income or assets to MDHA or allowing unauthorized individuals to reside in a contract unit are examples of program abuse by a participating family.

Actions taken by MDHA against a subsidized tenant include mandating repayment to MDHA of any amount paid as a result of fraudulent information, termination from the subsidy program, and/or civil and criminal prosecution.

SPECIAL PROGRAMS FOR THE HOMELESS

At this time the number of homeless in the Nashville area continues to grow with present estimates indicating over 1,100 individuals and families (totaling almost 2,000 people) sleeping in area shelters or in places not

normally considered acceptable for human habitation. Approximately 30% of these people suffer from a disability such as mental illness, AIDS or related illness, or are in alcohol/drug rehabilitation. As funds and programs are available, MDHA offers subsidized rent for homeless individuals and families with one or more of these disabilities. If you are interested in participating as a landlord in a program for special interest groups, please speak with the department director for more details.

LISTING YOUR UNIT

A free listing referral service is available to all housing providers to furnish information to prospective tenants on available rental units. When an owner is ready to take applications for the unit, a call to the Section 8 office is made to have the property added

to the list. The referral list includes information on the unit such as number of bedrooms, type of heat and air conditioning, appliances supplied, and any other information the owner wishes to have included.

ETHICS, CONFLICTS OF INTEREST, AND ACCEPTANCE OF GIFTS

The Board of Directors of MDHA has adopted Executive Order No. 91-08 as executed by Mayor Phil Bredesen on September 26, 1991 to apply to all MDHA employees. Please take time to read this order as all employees of MDHA as well as participants in MDHA programs are expected to comply (see Appendix).



APPENDIX

Exhibit

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FEDERAL FAIR HOUSING LAWS

A-2

FAIR HOUSING LEGISLATION WHAT IS PROHIBITED?

According to the Federal Fair Housing Amendments Act of 1988, no one may discriminate in the sale or rental of housing because of race or color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under the age of 18), or handicap.

The following are examples of discrimination if based on the above criteria:

- Refusing to rent or sell housing,
- Refusing to negotiate for housing,
- Making housing unavailable,
- Denying a dwelling,
- Providing different housing services or facilities,
- Setting different terms, conditions, or privileges,
- For sale or rental of a dwelling,
- Falsely denying that housing is available for
- Inspection, sale, or rental,
- For profit, persuading owners to sell or rent
- (blockbusting), or
- Denying anyone access to or membership in a
- Facility or service related to the sale or rental of housing.

The Act exempts owner-occupied buildings with no more than four (4) units, single-family housing sold without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

Handicap is defined as having a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and mental retardation) that substantially limits one or more major life activities. It also includes those who have a record of such a disability and those who are regarded as having such a disability.

As a landlord, you may not refuse to let a handicap tenant make reasonable modifications to the dwelling or common use areas at their own expense. You may, however, require the property be restored to its original condition by the tenant upon move-out. **Housing may be denied to a person who is a direct threat to the health or safety to others or who currently uses illegal drugs.**

LEAD PAINT

A-3



What Do I Do If My Home Has Lead Paint

Any place in, on, or around the home where paint is peeling, flaking, chipping, or powdering should be treated.

- 1) Begin by covering all furniture and appliances.
- 2) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells, and ceilings.
- 3) Sweep up all pieces of paint and plaster and put them in a newspaper. Dispose of in a trashcan or other appropriate receptacle. **DO NOT BURN.**
- 4) Do not leave any debris from the paint in window wells or on the floor.
- 5) Damp mop floors and windowsills in and around work area to remove all dust and paint particles.
- 6) Apply two (2) coats of non-lead paint to all painted surfaces *or* cover surfaces with wallboard, gypsum, or paneling.

Beware that when scraping or sanding removes lead-based paint, a dust is created. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a period of time. Whenever possible, lead base paint removal should take place when there are no children or pregnant women on the premises.

For housing built prior to 1978, the Lead-Based Paint Disclosure form on the following page must be executed between the landlord and tenant and attached to the lease.

Please see EPA Booklet “Protect Your Family From Lead in Your Home”

Sample Disclosure Format for Target Housing Rentals and Leases
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date
_____	_____	_____	_____

SUMMARY OF HOUSING QUALITY STANDARDS

Summary of Housing Quality Standards

THIS INFORMATION IS INTENDED AS A GUIDE AND IS NOT ALL INCLUSIVE OF ALL REQUIREMENTS

F = Fail

C = Comment

I = Inconclusive

		MOVE-IN			ANNUAL		
		F	C	I	F	C	I
ITEMS							
1	Small cracks in window panes		X			X	
2	BB holes in window panes		X			X	
3	Small holes/cracks in walls/ceilings		X			X	
4	No water in unit			X	X		
5	No electricity in unit			X	X		
6	No gas in unit			X	X		
7	Clean or replace carpet	X				X	
8	Paint Interior/newly painted	X				X	
9	Soap dish missing		X			X	
10	Towel rack missing		X			X	
11	Window screen repairs or replaced	X (all windows total unit)			X (all windows total unit)		
12	Storm door repairs or replaced	X				X	
							(must have storm door or peep hole – includes rear door)
13	Storm window in place (total unit)	X			X		
14	Replace light shades	X			X		
15	Repairs to INTERIOR doors						
	Off Hinges	X			X		
	Small Holes		X			X	
16	Repairs or replacement of bedroom door or privacy locks	X				X (Inspector discretion)	
17	Metal keeps missing on exterior door (striker plate)	X			X		
18	Repairs to flush tank	X			X		
19	Commode loose at base & floor	X			X		
20	Loose Commode Seat	X				X	
21	Broken Commode Seat/cracked	X			X		
22	Cracked or broken mirror	X (Inspector discretion)			X (Inspector discretion)		
23	Clean windows (both sides)	X				X	
24	Clean blinds	X				X	
25	Repair blinds	X				X	
26	Install viewer in entrance door (must have viewer or storm door)	X			X		
27	Install window locks, all windows	X			X		
28	Replace deteriorated lumber exterior discretion)		X			X (Inspector	
29	Caulk around bath tub	X			X (Inspector discretion)		
30	Clean unit - carpets steam cleaned	X				X	
31	Remove dead tree or limbs	X (Inspector discretion)				X (Inspector discretion)	
32	Repair broken sidewalk at entrance	X (Inspector discretion)				X (Inspector discretion)	
33	Unsafe conditions inside unit	X			X (Inspector discretion)		

34	Replace busted/split jamb on exterior door with solid wood	X	X
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Summary of Housing Quality Standards

F = Fail

C = Comment

I = Inconclusive

		MOVE-IN			ANNUAL		
		F	C	I	F	C	I
35	Install dead bolt locks on entry doors	X (Inspector discretion)				X (Inspector discretion)	
36	Un-jamb stuck windows	X			X		
37	Replace heater control knobs		X			X	
38	No vent for clothes dryer	X			X		
39	Clothes dryer vented into crawl space	X			X		
40	Clean range	X				X (Inspector discretion)	
41	Clean refrigerator	X				X (Inspector discretion)	
42	Remove security bars from bedroom windows	X			X		
43	Abandoned/disabled vehicles in yard	X			X		
44	Unable to observe heating equipment or hot water heater	X			X (Inspector discretion)		
45	Extension cords being used	X			X		
46	Weather stripping needed on exterior doors	X			X		
47	Small amount of debris in yard	X			X		
48	Crawl space vents/ screen missing (fine mesh)	X			X		
49	Crawl space door repair or replacement	X			X		
50	Secure vent pipes - gas equipment	X			X		
51	Chipped enamel - tub, sink, lavatory	X			X (Inspector discretion)		
52	Repair of heating ducts	X			X		
53	Missing handrails on stairs (4 or more risers)	X			X		
54	Missing safety rails (exceeding 29" from ground to Platform - 4" wide maximum)	X			X		
55	Walk-thru bedrooms	X			X		
56	Separate water/electric meters	X				X	
57	Dirty filter on heat/air unit	X (Inspector discretion)			X (Inspector discretion)		
58	Porous floor finish in bathroom or kitchen	X			X		
59	Loose, missing, or cracked outlet/switch cover plate	X			X		
60	Exposed wiring, improper splicing, missing work box cover	X			X		

61	Rubber/plastic coated electrical wiring surface mounted in such a way it could become damaged	X	X
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Summary of Housing Quality Standards

F = Fail

C = Comment

I = Inconclusive

		MOVE-IN			ANNUAL		
		F	C	I	F	C	I
62	Appliances not in place	X			X		
63	Exterminate	X			X		
64	Remove mold/mildew-like substance from surface	X			X		
65	Gaps between spindles on handrails/safety rails exceed 4 inches	X			X		
66	Smoke alarm: Must be mounted between kitchen & nearest bedroom - 4 inches (minimum) from wall when mounted on ceiling Must be mounted between 4-12 inches from ceiling when mounted on wall	X			X		
67	Smoke alarm missing (must be at least one on each level used for living. Includes finished attics, basements, etc.	X			X		
68	Window conditions: a) Fails to open/close with ease b) Fails to remain up when raised unassisted c) Fails to remain in track when raised d) Fails to lock when closed e) Missing/worn weather stripping f) Window in disrepair	X X X X X X			X X X X X X		
69	Circuit breakers/fuse boxes a) excessive gaps/openings in panel over bus bar b) access cover fails to shut/close properly c) missing blanks-exposed bus bar d) missing fuses	X X X X			X X X X		
70	Crawl space access door missing hasp & staple, or other means to lock and secure space	X			X		

Summary of Housing Quality Standards

F = Fail

C = Comment

I = Inconclusive

		MOVE-IN			ANNUAL		
		F	C	I	F	C	I
71	Unstable paint conditions Interior or Exterior						
	a) peeling	X			X		
	b) flaking	X			X		
	c) chalking	X			X		
	d) cracking	X			X		
	e) bubbling	X			X		
	f) alligatoring	X			X		
72	Blocked egress (windows)	X			X		
73	Vehicles: disabled, abandoned, tag missing/expired	X			X		
74	Roof sagging precariously	X			X		

HOUSING ASSISTANCE PAYMENT CONTRACT

A- 5

**Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins). See section by section instructions. Part B Body of contract Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract
(HAP Contract)**

**U S Department of Housing
and Urban Development
Office of Public and Indian Housing**

**OMB Approval No. 2577-0169
(exp. 07/31/2007)**

**Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Security Deposit

The owner certifies that any security deposit collected does not exceed the Initial Rent to Owner, and is not in excess of private market practices or in excess of amounts charged to unassisted tenants.

9. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O".
The tenant shall provide or pay for the utilities and appliances indicated below by a "T".
Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type		
Heating	Natural gas	Bottle gas Oil or Electric	Coal or Other
Cooking	Natural gas	Bottle gas Oil or Electric	Coal or Other
Water Heating	Natural gas	Bottle gas Oil or Electric	Coal or Other
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

Signatures:

Public Housing Agency

Owner

 Print or Type Name of PHA

 Print or Type Name of Owner

 Signature

 Signature

 Print or Type Name and Title of Signatory

 Print or Type Name and Title of Signatory

 Date (mm/dd/yyyy)

 Date (mm/dd/yyyy)

Mail Payments to:

 Name

 Address (street, city, State, Zip)

**Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.

- (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
- (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life

threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

f. The PHA must notify the owner of any HQS defects shown by the inspection.

g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

b. When HAP contract terminates.

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The PHA may terminate the HAP contract if the PHA determines that the

contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in

accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

a. When paid

- (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of

housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. Owner compliance with HAP contract.

Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner.

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA

shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has

notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery

or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
 - b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
 - c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
 - d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.
- form HUD-52641 (1/2007) Previous editions are obsolete ref Handbook 7420.8

13. Conflict of Interest

- a. “Covered individual” means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. “Immediate family member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements. form HUD-52641 (1/2007) Previous editions are obsolete ref Handbook 7420.8
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the

family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

- (1) Has violated obligations under a housing assistance payments contract under Section 8;
- (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
- (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
- (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

16. Entire Agreement: Interpretation

a. The HAP contract contains the entire agreement between the owner and the PHA.

b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The

family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner.

Nonpayment of any such charges is not grounds for termination of tenancy.

- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual

flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause includes:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of

occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that

provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease,

such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

MODEL LEASE AGREEMENT

LEASE AGREEMENT

1. Parties: The parties to this agreement are _____, hereinafter referred to as "Landlord", and _____ herein after referred to as "Tenant(s)". All adult occupants of the subject premises must sign this Lease Agreement and each will be jointly and severally liable under the terms and conditions of said agreement.

2. Property: Landlord hereby lets the following property to Tenant(s) for the term of this agreement: The property is located at and known as: _____

_____ City

_____ St.

_____ Zip

3. Term: Starting _____ and ending _____. This agreement shall be automatically renewed for like periods of time at the end of each period, unless either party gives the other sixty (60) days notice prior to the ending date above, or thirty (30) days notice prior to the expiration of any renewal period.

4. Rent: The monthly rental for said property shall be \$_____ (**Dollars**) per month, **due and payable on the first day of each month.** Notice of termination of this agreement for nonpayment of rent is hereby expressly waived.

5. Late Charges: Any rent installment that is paid more than five (5) days after its due date shall be subject to a late charge of 10% (ten percent) of the amount due. Said late charges shall become a separate portion of rent due under this agreement.

6. Return Check Charges: A charge of \$_____ shall be paid by Tenant for any check that is returned by the bank as unpaid. This returned check charge shall become a portion of the rent due under this agreement. (In addition to the returned check charge, applicable late charges will apply).

7. Utilities, Appliances and other items furnished by Landlord

All utilities, electricity, gas, water, telephone, cable television, etc. will be paid by the tenant. Appliances furnished by Landlord include kitchen range, refrigerator, and dishwasher. The heating and air conditioning units are electric.

8. Use of Property, Occupants and Guests Tenant shall use the subject property for residential purposes only. It is agreed that only the following persons are to live in this dwelling only:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. Tenant's Duty to Maintain Premises Tenant shall keep the dwelling unit in a clean and sanitary condition and shall otherwise comply with all state and local laws requiring tenants to maintain rented premises. If damage to the dwelling unit other than normal wear and tear is caused by acts or negligence of Tenant or

others occupying the premises under his/her control, Landlord may cause such repairs to be made and Tenant shall be liable to Landlord for any reasonable expense thereby incurred by Landlord. Tenants must provide a thirty (30) gallon trash container and subscribe to a garbage disposal service. Trash and/or garbage will not be kept on premises for a period of more than seven days. Air conditioner filter are to be changed or cleaned, depending on type of filter installed on air conditioner unit, every thirty (30) days from and records of the change to be maintained and posted on the unit. Failure to comply will constitute owner not being responsible for repair of unit. Tenant shall keep the landscape free from debris and will mow/have the lawn mowed, when the grass is 5" inches tall, if lawn is not maintained, tenant will be charged _____ for each mowing.

10. **Alterations** No alterations or improvements shall be made by Tenant in or to the dwelling or real property without the prior written consent of Landlord. Such consent may be conditioned upon Tenant's agreeing to restore the dwelling to its prior condition upon vacating the premises.
11. **Noise** Tenant agrees not to allow on the premises any excessive noise or other activity, which disturbs the peace and quiet of others.
12. **Inspection By Landlord** It is understood and agreed that Landlord shall have the right to enter and inspect premises at all reasonable times to insure maintenance and safety of the premises.
13. **Security Deposit** Tenant has on deposit \$_____ as security, to be held by the Landlord as long as the tenant occupies the leased premises. Said deposit is to be used by Landlord to apply toward the payment for damages to the property beyond ordinary wear and tear, and damages resulting from non-performance of any conditions of this agreement by Tenant, said deposit is to be forfeited to the Landlord if the Tenant vacates the leased premises prior to the end of the first lease term.
14. **Cleaning Fees** This agreement requires a \$_____ non-refundable cleaning fee to pay expenses incurred in cleaning the dwelling unit after the term of this lease has expired and Tenant has vacated the premises. It is agreed by Tenant and Landlord that the moneys held in security may be held and/or used to pay for any cleaning necessary, and that if the total cost of these cleaning charges exceed the total of the funds held, the Tenant will be responsible for any remaining balance.
15. **Lien** Tenant hereby gives Landlord a lien upon all his/her personal property situated upon said premises, including all furniture and household furnishings for the rent to be paid hereunder, for any damage caused by Tenant or by anyone under his/her control, and for Court costs and attorney's fees incurred under the terms hereof.
16. **Subleasing** Tenant shall **not assign** this Agreement or **sublet** the dwelling unit without prior written consent of Landlord. Such consent shall be totally at the Landlord's option.
17. **Personal Injury and Property Damage** Neither Landlord nor its principal shall be liable to Tenant, his/her family, employees, or guests, for any damage to person or property caused by the acts or omissions of other Tenants or other persons, whether such persons be off the property of Landlord or on the property with or without the permission of Landlord, nor shall Landlord be liable for losses or damages from theft, fire, water, rain, storm, explosion, sonic boom or any other causes whatsoever; nor shall Landlord be liable for loss or damage resulting from failure, interruption or malfunction in the utilities provided to Tenant under this lease agreement; nor shall Landlord be liable for injuries elsewhere on the premises. **(LANDLORD STRONGLY RECOMMENDS THAT TENANT(S) SECURE ADEQUATE INSURANCE TO PROTECT THEMSELVES AGAINST SUCH OCCURRENCES.)** In further consideration of this agreement, Tenant agrees that subject to standards required by law, Landlord does not warrant the condition

of the premises in any respect, and his liability for any injury to Tenant, his/her family, agent or those claiming under him/her or their invitation, shall be limited to injuries arising from such defects that are unknown by claimant and are known to Landlord or willfully concealed by him. Additionally, Tenant has inspected the premises and binds him/herself to hold Landlord harmless against any and all claims for damages arising from those who sustain injuries upon the leased premises, during the term of this lease agreement or any extension thereof.

18. In Case of Malfunction of Equipment, Damage by Fire, Water or Act of God Tenant shall notify Landlord immediately of malfunction of equipment, damage by fire, water or act of God and Landlord shall repair the damage with reasonable promptness, or if the premises are deemed by the Landlord to be damaged so much as to be unfit for occupancy, or if the Landlord decides not to repair or restore the building, this Lease shall terminate. If the Lease is so terminated, rent will be prorated on a daily basis so that Tenant will pay only to the date of the damage, and the remainder of the month will be refunded.

19. Pets Pets are not allowed.

20. Parking The parking of any and all vehicles, automobiles, boats, recreational vehicles or devices shall be expressly limited to the paved driveway of the property described in paragraph 2., PROPERTY. Neither the aforementioned objects nor any appliance, device, tool, or any other object may be temporarily or permanently situated upon the turf or mulched/landscaped areas of the property. Any improvements to the landscape or terrain of the property shall be pursuant to paragraph 10., ALTERATIONS, of this agreement.

21. Termination –ALL TENANTS PLEASE TAKE NOTICE At least thirty (30) days prior to the termination date of this Lease Agreement, Tenant must give Landlord written notice of his intent to vacate the subject premises will cause Landlord to treat Tenant as holdover in accordance with item twenty-four (24), HOLDOVER, of this Lease Agreement, no matter if Tenant continues to occupy the premises nor not. Upon proper termination or expiration of this Agreement, Tenant shall vacate the premises; remove all personal property belonging to him, and leave the premises as clean as he/her found them.

22. Attorney's Fees Violation of any of the conditions of this Agreement shall be sufficient cause for eviction from said premises. Tenants agree to pay all costs of such action or cost of collection of damages as a result of Tenant's breach of this Agreement, including reasonable attorney's fees.

23. Notices All notices provided for by this Agreement shall be in writing and shall be given to the other party as follows; to Tenant, at the premises; to Landlord at _____.

24. Holdover If Tenant holds over upon termination or expiration of this Agreement and/or Landlord accepts Tenant's tender of the monthly rent provided by this Agreement, this Agreement shall continue to be binding on the parties as a month-to-month agreement under the same terms and conditions as herein contained.

25. Maintenance Requests Except in emergencies, all requests for maintenance must be made in writing, to Landlord, at Landlord's address. Tenant will be provided with the proper procedures and measures to be taken in the event of a maintenance emergency.

26. Absence or Abandonment Tenant must notify the Landlord in writing, of any extended absence from the premises in excess of ten (10) days. Notice shall be given on or before the first day of any extended absence. Tenant's unexplained and/or extended absence from the premises for 30 days or more without payment of rent as due shall be prima facie evidence of abandonment. Landlord is then expressly authorized to enter, remove and store said personal items belonging to Tenant. If Tenant does not claim said personal

property within an additional 30 days, Landlord may sell or dispose of said personal property and apply the proceeds to the unpaid rents, damages, storage fees, sale costs and attorney fees. Any unclaimed balance held by Landlord for a period of six (6) months shall be forfeited to Landlord.

27. Termination of Violent or Dangerous Behavior Landlord shall terminate this Lease Agreement within three (3) days from the date written notice is delivered to the Tenant if the Tenant or any other persons on the premises with the Tenant's consent willfully or intentionally commits a violent act or behaves in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of others.

28. Breach of Lease If there is any breach of the Lease Agreement by the Tenant, not previously specifically mentioned, or a noncompliance materially affecting health and safety, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice. If the breach is not remedied in fourteen (14) days, the Lease Agreement shall terminate as provided in the notice subject to the following; If the breach is remediable by repairs or the payment of damages or otherwise and the Tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. If the same act or omission which constituted a prior noncompliance, of which notice was given, recurs within six (6) months, the Landlord may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of termination of the Lease Agreement.

29. Alterations or Change in this Agreement It is expressly understood by Landlord and Tenant that the terms and conditions herein set out cannot be changed or modified, except in writing. Tenant understands that neither Tenant nor Landlord or any of Landlord's agents have the authority to modify this Lease Agreement except with a written instrument signed by all parties.

30. Additional Terms, Conditions or Addendums The parties acknowledge execution of **the attached Tenancy Addendum (HUD 52641-A) as part of this Lease Agreement.**

Wherefore, we the undersigned, do hereby execute and agree to this Lease Agreement, this _____ day of _____, _____.

Landlord

Tenant

TENANCY ADDENDUM

Tenancy Addendum

Section 8 Tenant-Based Assistance

Housing Choice Voucher Program

(To be attached to Tenant Lease)

Previous editions are obsolete

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 07/31/2007)

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount

approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;

Previous editions are obsolete

- (2) Violation of Federal, State, or local law that imposes

obligations on the tenant in connection with the occupancy or use of the unit and the premises;

- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or

- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

form HUD-52641-A (1/2007)

ref Handbook 7420 8

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Protection for Victims of Abuse

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

(3)

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under

Previous editions are obsolete
State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the

owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

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ref Handbook 7420 8

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

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MUTUAL RELEASE FORM

MUTUAL AGREEMENT TO TERMINATE LEASE CONTRACT

It is mutually agreed and understood that the lease agreement between _____, Landlord, and _____, Tenant, for the property located at _____ is terminated as of _____. Tenant agrees to vacate premises on or before _____. Failure to vacate as agreed will result in legal action against Tenant with damages including but not limited to attorney fees, court costs, and per diem holdover.

Landlord

Date

Tenant

Date

**EXECUTIVE ORDER ON ETHICS,
CONFLICT OF INTEREST, GIFTS**

A-9

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BILL PURCELL, MAYOR

EXECUTIVE ORDER NO. 006

(AMENDED EXECUTIVE ORDER NO. 91-08, REVISED)

SUBJECT: Ethics, conflicts of interest, and acceptance of gifts on the part of employees of Metropolitan Government.

WHEREAS, the maintenance of high standards of honesty, integrity, impartiality, and conduct by employees and agents of Metropolitan Government is essential to ensure the proper performance of government business and the maintenance of confidence by citizens in their government; and

WHEREAS, the avoidance of misconduct and conflicts of interest on the part of employees of Metropolitan Government is indispensable to the maintenance of these standards;

NOW THEREFORE, I, Bill Purcell, Mayor of the Metropolitan Government of Nashville and Davidson County, by virtue of the power and authority vested in me, do hereby direct and order the following:

1. **Employee responsibilities.** Each employee of Metropolitan government shall avoid any action, whether or not specifically prohibited by this order or departmental codes of ethics, which might result in, or create the appearance of:
 - (i) using public office for private gain;
 - (ii) giving preferential treatment to any person;
 - (iii) impeding government efficiency or economy;
 - (iv) losing complete independence or Impartiality;
 - (v) making a Metropolitan government decision outside of official channels; or
 - (vi) affecting adversely the confidence of the public in the integrity of the government.
2. **Persons covered.** This Executive Order applies to all employees of Metropolitan Government except: employees of the Board of Education, Nashville Electric Service, Metropolitan Nashville Airport Authority, Metropolitan Development and Housing Agency, and elected officials and their employees.
3. **Mayor's office covered.** This order applies to the Mayor and employees of the Mayor's office.
4. **Gifts, entertainment and favors.** No employee shall solicit or accept, directly or indirectly, on behalf of himself, herself, or any member of the employee's household, any gift, gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee or any other thing of monetary value from any person who:
 - (i) has, or is seeking to obtain, contractual or other business or financial relations with the department or agency of Metropolitan Government by which the individual is employed; or

(ii) conducts operations or activities that are regulated by the department or agency of Metropolitan Government by which the employee is employed; or

(iii) has interests that may be substantially affected by the performance or nonperformance of the employee's official duties.

5. **Exceptions: gifts, entertainment and favors.** The prohibitions on accepting gifts, entertainment or favors in (4) do not apply to:

(i) family members or friends of long standing when the circumstances make it clear that it is the relationship, rather than the business of the persons concerned, which is the motivating factor for making the gift, and where the value of the gift, entertainment or favor is appropriate to the circumstances and consistent with the parties historical relationship.

(ii) loans from established financial institutions made in the ordinary course of business on usual and customary terms so long as there are no guarantees or collateral provided by any person described in (4);

(iii) unsolicited advertising material of nominal value;

(iv) food and refreshments of nominal value when they are part of the employee's participation in an charitable, civic, political or community event which bears a relationship to the employee's office and the employee is attending in an official capacity.

A business lunch or dinner is not an "event" for the purposes of this exception. On those occasions, the employee must buy his or her own meal or refreshment. If the meal is held at a private club where the employee may not pay the establishment directly, the employee must reimburse the member of the establishment for the equivalent cost of the meal or refreshment.

6. **Financial Interests.**

(i) No employee of Metropolitan Government shall enter into or derive any benefit, directly or indirectly, from any contractual arrangement with Metropolitan Government or any of its agencies. In recognition of the fact that many husbands and wives have separate careers, the normal employment compensation of a spouse whose regular, ongoing employer or business has a contractual arrangement with Metropolitan Government shall not be considered a "benefit" to the Metro employee, provided the contract with Metropolitan Government was procured without any participation, assistance or influence by the Metro employee.

(ii) No employee of Metropolitan Government shall have a direct or indirect financial interest that conflicts substantially, or appears to conflict substantially, with his or her government duties or responsibilities. "Indirect financial interest" in this case includes a substantial interest on the part of a parent, spouse, or child of the employee.

7. **Use of Information.** No employee of Metropolitan Government shall, directly or indirectly:

(i) use, disclose, or allow the use of official information which was obtained through or in connection with his or her government employment, and which has not been made available to the general public, for the purpose of furthering the private interest or personal profit of any person, including the employee; or

(ii) engage in a financial transaction as a result of, or primarily relying upon, information obtained through his or her government employment.

8. **Use of government property.** No employee shall use the facilities, equipment, personnel, or supplies of Metropolitan government or its agencies for other than officially approved activities, except to the extent that they are lawfully available to the general public.
9. **Questions on interpretation of this order.** When all employee is in doubt as to the proper interpretation of this order, he or she is expected to seek the advice of the applicable Department Head or the Internal Auditor if time permits, or to use good judgement in accordance with (1) above and to report the gift, entertainment or favor to the Internal Auditor within 7 days.
10. **Departmental ethics standards.** Any department or agency of Metropolitan government may establish such additional ethics guidelines and standards as may be lawfully applied and may in the opinion of the head of the department or agency be appropriate for the proper operation of the department. Such additional standards should be filed with the Internal Auditor and any other person required by law as soon as practicable after adoption.

This Executive Order does not Supersede or revoke those portions of any existing departmental or agency policies regarding ethical standards which are stricter than, or cover areas additional to, the standards set out herein.

11. **Ethics guidelines published by Personnel Director.** The personnel director is requested, with the permission of the Civil Service Commission, and Hospital and Health Boards and their Civil Service Commissions, to inform each covered employee of the requirements of this order, to distribute the order to covered employees and have them sign a statement that they have received and read it, and to modify personnel manuals to incorporate these standards as soon as practicable.
12. **Supervisors Responsible.** Each employee of Metropolitan Government who acts in a supervisory capacity is responsible for ensuring compliance with the Executive Order by those persons in his or her line of authority.
13. **Required contractual provision.** Department heads and others who approve contracts for their departments shall include in every employment contract the provision that employees provided to Metropolitan Government under such contract are covered by this Executive Order.
14. **Effective date.** This amended order shall become effective 20 November 1999.

Ordered, Effective and Issued:

Bill Purcell
Metropolitan County Mayor

Date: November 19, 1999

PROPERTY LISTING REFERRAL FORM

A-10

MDHA Section 8 Referral Form
PLEASE FAX FORM TO RENTAL ASSISTANCE 252-6614

Owner's Name:

Phone Number:

Address of Unit:

Zip Code:

Bedroom Size: _____

Requested Rent: \$

Deposit: \$

Application Fee?: \$ None

Appliances?: Stove-Refrigerator-Dishwasher-Garbage Disposal-Washer-Dryer
Other:

Utilities Included in Rent?: None-Water/Sewer-Electricity-Gas

Building Type: House Duplex Triplex Apartment

Amenities: Carpet-Central Heat/Air-Window A/C -W/D Conn.-Blinds-Ceiling
Fans-Handicap Accessible
Other:

Facilities: Storage-Laundry-Playground-Pool-Clubhouse
Other:

Miscellaneous:

Date:

DIRECT DEPOSIT AUTHORIZATION FORM
&
IRS FORM - W9

Metropolitan Development & Housing Agency
701 South Sixth Street*Nashville, Tennessee*Telephone (615) 252-6500
MAILING ADDRESS: P.O. Box 846, Nashville, Tennessee 37202
Telephone Device for the Deaf (615) 252-8599 FAX (615) 252-6614

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ACH DEPOSITS)

Company: Metropolitan Development and Housing Agency

Location: 701 So. 6th Street, Nashville, Tennessee 37206

I hereby authorize MDHA to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) account designated. By acceptance of the funds through Direct Deposit, the owner certifies that to the best of his/her knowledge the dwelling unit is in decent, safe, and sanitary condition; the contracting family is in the unit and is expected to be there the entire month; the deposited amount is in accordance with the provisions of the HAP Contract; and all other facts and data in which this amount is based are true and correct.

Anyone submitting fraudulent information is subject to fine or imprisonment. (Title 18 U.S.C. 1001).

Written notification of all changes must be submitted to MDHA at least 20 days prior to payment date.

*******PLEASE ATTACH A VOIDED CHECK*******

PLEASE ALLOW A MINIMUM OF FOURTEEN (14) DAYS PROCESSING TIME BEFORE THE INITIAL DIRECT DEPOSIT IS MADE. INITIAL PAYMENT MAY BE MADE IN CHECK FORM.

Deposit into: Checking or Savings **(PLEASE CIRCLE ONE)**

Name(s) on Account: _____

Name of Bank: _____

Account Number: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Phone: _____

E-Mail: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account: Give name and SSN of:

1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³

For this type of account: Give name and EIN of:

6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



REQUEST FOR TENACY APPROVAL

Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 07/31/2007)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) METROPOLITAN DEVELOPMENT AND HOUSING AGENCY NASHVILLE, DAVIDSON CO. TENNESSEE			2. Address of Unit (street address, apartment number, city, State & zip code)		
3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection
9. Type of House/Apartment <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Semi-Detached / Row House <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Garden / Walkup <input type="checkbox"/> Elevator / High-Rise					
10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____					

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

	Address and unit number	Date Rented	Rental Amount
1.			
2.			
3.			

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

_____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

_____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

_____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

HAP CONTRACT TRANSFER FORM

Metropolitan Development & Housing Agency
701 South Sixth Street*Nashville, Tennessee*Telephone (615) 252-6500
MAILING ADDRESS: P.O. Box 846, Nashville, Tennessee 37202
TDD (615) 252-8599 FAX (615) 252-6614

HAP Contract Transfer

Today's Date _____

Date Aquired: _____

Address of Property: _____

(If multiple properties use separate form for each property)

I, _____ certify I am the new owner/manager of the above referenced property that is currently being subsidized through the MDHA Housing Choice Voucher program. I agree to accept the terms and conditions of the current lease and the Housing Assistance Payments Contract as if I had signed them originally. Attached are the following required documents. **I understand no payments will be made to me until all documents have been provided.**

_____ Proof of Ownership and Management Agreement, if applicable.

_____ I have an owner account already. Owner ID# _____

_____ I do not have an owner account and am attaching the following:

- W-9 Certification
- Verification of tax id number. **This must originate from the IRS or SSA and show both the name of the individual/entity and the tax id number associated with that individual/entity.**
- MDHA Direct Deposit Authorization form
- Voided check (Deposit slips are not acceptable)

Name of New Owner/Agent _____

Address _____

City, State, Zip _____

Telephone Number _____

Fax Number _____

Contact Person _____

Owner/Agent Signature _____

SECTION 8 STAFF CONTACT LIST

MDHA SECTION 8 STAFF
AS OF May 1, 2008

ALPHABET	ADVISOR	PHONE	FAX	EMAIL
A-BOO	Lance Fleming	252-6687	687-9918	lfleming@nashville-mdha.org
BOP-CART	Bernice Goodwin	252-6511	687-9909	bgoodwin@nashville-mdha.org
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PAT-ROB	Clara Gifford	252-6574	687-9989	cgifford@nashville-mdha.org
ROC-STEE	Isabelle Magsby	252-6639	687-9915	icmagsby@nashville-mdha.org
STEF-WAR	Carol Ridiner	252-6513	687-9912	cridiner@nashville-mdha.org
WAS-Z	Larry Greene	252-6690	687-9920	lgreene@nashville-mdha.org

ELIGIBILITY SPECIALISTS (Initial Certifications & Portability)

Candace Hyde	782-3951	687-9911	crhyde@nashville-mdha.org
Lisa Thompson	252-6509	687-9975	lhthompson@nashville-mdha.org

NEW CONTRACTS

A-Q	Reggie Suddeth	252-6686	248-2178	rsuddeth@nashville-mdha.org
R-Z	Darryl Lawson	782-3943	742-6853	dlawson@nashville-mdha.org

FAMILY SELF-SUFFICIENCY COORDINATORS

Beverly Dixon	252-6603	248-2586	bdixon@nashville-mdha.org
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Melody Flemings	782-3956	687-9900	mfleming@nashville-mdha.org

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Michael Watrous	252-8520	687-9919	mwatrous@nashville-mdha.org
Herman Wright	252-8593	687-9914	hwright@nashville-mdha.org

SUPERVISORS

Sharon James	252-6518	687-9983	sjames@nashville-mdha.org
(Portability Contacts) LaDon McKinney	252-6519	687-9917	lmckinne@nashville-mdha.org
Inspectors Leroy Young	252-8570	687-9972	lyoungsr@nashville-mdha.org
Administrative Sharon Fountaine	252-6506	687-4366	sfountai@nashville-mdha.org

ADMINISTRATIVE SUPPORT

Tanya Donaldson	252-6503	687-9985	tpdonaldson@nashville-mdha.org
Pam Sabb	782-3945	687-9982	psabb@nashville-mdha.org
Wanda Matlock	252-6504	248-2598	wmatlock@nashville-mdha.org

Office Hours are Monday through Friday 7:30 am – 4:00 pm.

CLIENTS SEEN BY APPOINTMENT ONLY

General Numbers	Phone: 615-252-6500	Fax: 615-252-6614	TDD: 615-252-8599
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This information is intended to be a guide only. Any specific questions should be addressed directly with a Section 8 staff person. Rules are subject to change without notice. Check with Section 8 to determine the latest guidelines as they relate to your individual situation.